

**BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-221-S**

IN RE: Application of Condor Environmental, Inc., Requesting an Expansion of Its Existing Sewer Service Area to Include Certain Portions of Spartanburg County and Approval of Agreement and Establishment of Rates and Charges)))))))	APPLICATION
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------	--------------------

Condor Environmental, Inc., ("Condor"), pursuant to S.C. Code Ann. § 58-5-210 and S.C. Code Ann. Regs. §§ 103-501, 103-504, 103-512 and 103-541 hereby applies to expand its authorized sewerage service area to include certain portions of Spartanburg County, South Carolina, and approval of an Agreement by and among Weekesbury, LLC ("Developer") and Condor Environmental, Inc.

In support of this Application, Condor would respectfully show:

1. Condor is a corporation organized and existing under the laws of the State of South Carolina. Condor was founded in 1994 by Samuel D. Weaver, a licensed wastewater operator. It is now owned and managed by Jason Weaver, President, and Brad Weaver, Vice- President. Condor's articles of incorporation and a certificate of good standing are attached as Exhibit A. S.C. Code Reg. § 103-512.4.B.(1).

2. Condor is a public utility, as defined by S.C. Code Ann. § 58-5-10(4), authorized to operate wastewater systems under the jurisdiction of the Public Service Commission of South Carolina (the "Commission") in Greenville County, Spartanburg County, and Anderson County.

WATER'S EDGE

3. The sewer service area for which expansion is sought ("Water's Edge") is in

Spartanburg County, South Carolina. Water's Edge is an apartment complex with an anticipated 264 units under development. The Developer desires that Condor operate, maintain, and own a Pump Station and Force Main ("Sewer System") on the property.

4. The sewerage collected by the Condor will be transferred to Spartanburg Sanitary Sewer District for treatment and disposal. Spartanburg Sanitary Sewer District ("SSSD") is a special purpose district and Water's Edge is its service area. SSSD is a designated water quality management agency in the Tyger Basin Planning Area, where Water's Edge is located, under the Appalachian Council of Governments' Section 208 Water Quality Plan. SSSD's acceptance letter is attached as Exhibit B. Spartanburg Sanitary Sewer District will bill the Developer separately for sewerage treatment.

5. Condor and Developer signed an agreement on May 18, 2021, ("the Agreement") a copy of which is attached and incorporated herein by reference as Exhibit C. The Agreement is contingent on the Commission's approval.

6. The South Carolina Department of Health and Environmental Control ("DHEC") requires that the ownership and maintenance responsibility for the Sewer System be in the name of a utility.

7. Condor agreed to assume ownership and maintenance responsibility for the Pump Station and Force Main in Water's Edge. The Developer will convey to Condor the Pump Station and Force Main installed in Water's Edge.

8. Water's Edge is not served by any public utility providing sewer service subject to the jurisdiction of this Commission. Condor's service of Water's Edge will not unreasonably interfere with the service or system of any other utility.

9. Attached and incorporated herein by this reference as Exhibit D. is the plat of the

proposed service area. S.C. Code Reg. § 103-512.4.B.(2).

10. Attached and incorporated herein by this reference as Exhibit E are the technical specifications for the pump station and sewer lines for the Water's Edge certified to be in accordance with good engineering practices by Campbell Engineering & Associates, Inc, a professional engineering firm registered in South Carolina. Attached and incorporated herein by this reference as Exhibit F is the Construction Permit from DHEC approving the engineering plans and specifications. S.C. Code Reg. § 103-512.4.B.(4).

11. Condor will charge the rates and fees set forth in Exhibit A to the Agreement. Condor will charge \$10.32 per unit (\$2,724) regardless of occupancy. Condor's cost justification for this rate is attached as Exhibit G. S.C. Code Reg. § 103-512.4.B.(5). Condor requests Commission approval to establish this new rate.

12. Condor will serve a single customer, the Developer, but Water's Edge will have 264 units and SSSD has agreed to accept 58,230 gal. per day from the apartment complex. S.C. Code Reg. § 103-512.4.B.(6).

13. A financial statement showing plant investment by category is attached as Exhibit H. S.C. Code Reg. § 103-512.4.B.(7).

14. A depreciation schedule by categories of plant is attached as Exhibit I. S.C. Code Reg. § 103-512.4.B.(8).

15. A pro forma income and expense statement showing the effect using the proposed rates based on plant capacity is attached as Exhibit J. S.C. Code Reg. § 103-512.4.B.(9).

16. Condor has posted a sufficient surety with the Commission. S.C. Code Reg. § 103-512.4.B.(10).

17. The Sewer System is not completed. A statement from a professional engineer

registered in South Carolina, certifying the Sewer System was built and installed according to approved plans and specifications and a letter from the South Carolina Department of Health and Environmental Control approving the system for operation will be filed when they become available. S.C. Code Reg. §§ 103-512.4.B.(11),(12).

18. A customer bill form is attached as Exhibit J. S.C. Code Reg. § 103-512.4.B.(13).

WHEREFORE, having fully set forth its Application, Condor respectfully requests that the Commission:

1. Grant the Condor's request to expand its sewerage service area to include the Water's Edge as identified above pursuant to the terms, conditions, rates, and charges set forth in the specific Agreements and in this Application, and
2. Waive hearing on the within matters and grant Condor such other and further relief as the Commission may deem just and proper.

Respectfully submitted,

s/ Charlie Terreni

Charles L.A. Terreni
 Terreni Law Firm, LLC
 1508 Lady Street
 Columbia, South Carolina 29201
 Tel. (803) 771-7228
charles.terreni@terrenilaw.com

Alexander G. Shissias
 The Shissias Law Firm, LLC
 1727 Hampton Street
 Columbia, South Carolina 29201
 Tel. (803)-540-3090
alex@shissiaslawfirm.com

July 27, 2021

Columbia, South Carolina

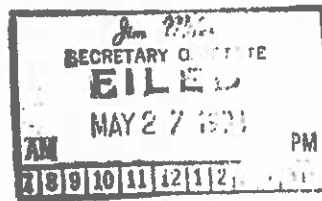
EXHIBIT A
(Articles of Incorporation
and Certificate of Good Standing)

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 01 2021
REFERENCE ID: 719720

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF INCORPORATION



1. The name of the proposed corporation is Condor Environmental, Inc.
2. The initial registered office of the corporation is 602 Lenhardt Road
Greenville Greenville 29611
City County Zip Code
and the initial registered agent as such address is Samuel D. Weaver
3. The corporation is authorized to issue shares of stock as follows: Complete a or b, whichever is applicable:
- a. ☒ If the corporation is authorized to issue a single class of shares, the total number of shares authorized is 100,000.
- b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. of Each Class
_____	_____
_____	_____
_____	_____

The relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

4. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See §33-1-230(b)): _____.
5. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (See §33-2-102 and the applicable comments thereto; and 35-2-105 and 35-2-221 of the 1976 South Carolina Code):

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 01 2021

6. The name and address of each incorporator is as follows (only one is required);

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Name	Address	Signature
Samuel D. Weaver	602 Lenhardt Rd. Greenville, SC 29611	<i>Samuel D. Weaver</i>

7. I, Theresa Horton Waller, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date May ; 1994

Theresa Horton Waller
(Signature)
Theresa Horton Waller
(Type or Print Name)
Address P. O. Box 10327
Greenville, SC 29603

FILING INSTRUCTIONS

- Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
- If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
- Schedule of Fees - payable at time of filing this document

Fee for filing Application - payable to Secretary of State
Filing Tax - Payable to Secretary of State
Minimum License Fee - payable to SC Tax Commission

\$ 10.00
100.00
25.00

- THIS FORM MUST BE ACCOMPANIED BY THE FIRST REPORT OF CORPORATIONS (See §12-19-20), AND A CHECK IN THE AMOUNT OF \$25.00 PAYABLE TO THE SOUTH CAROLINA TAX COMMISSION.

Form Approved by South Carolina
Secretary of State 1/89

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

CONDOR ENVIRONMENTAL, INC., a corporation duly organized under the laws of the State of South Carolina on May 27th, 1994, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-14-210, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 1st day
of March, 2021.


Mark Hammond, Secretary of State

EXHIBIT B
(SSSD Acceptance Letter)

THE COMMISSION OF PUBLIC WORKS
OF THE CITY OF SPARTANBURG, SC

Horace C. Littlejohn, Jr.
John D. Montgomery
Angela M. Viney

Sue G. Schneider, Chief Executive Officer
G. Newton Pressley, Chief Financial Officer
Robert F. Walden, Chief Operating Officer
Charles E. Jackson, P.E., Capital Projects Officer



SPARTANBURG SANITARY SEWER
DISTRICT COMMISSION

Barbara J. Barnes
Louie W. Blanton
Jeffrey A. Horton
Horace C. Littlejohn, Jr.
John D. Montgomery
Angela M. Viney
Junie White

December 7, 2020

SCDHEC
2600 Bull Street
Columbia, SC 29201

RE: Waters Edge Apartments
Water and Sewer Utilities

Dear Sir or Madam;

The Spartanburg Sanitary Sewer District agrees to accept the 58,230 gallons per day of wastewater discharged from the proposed 264-unit Waters Edge apartment complex. This discharge will be treated at the Lower North Tyger River WWTF, NPDES Number SC0048143, which currently has available treatment capacity.

The Spartanburg Water System also is willing and able to serve this proposed development. The proposed project is consistent with the water supply service plan for the area.

If you should have any questions or concerns, please feel free to contact me at (864) 580-5649.

Sincerely,

SPARTANBURG WATER

A handwritten signature in blue ink that reads "Kevin D. Smith".

Kevin D. Smith, P.E.
Project Engineer

EXHIBIT C

(Agreement)

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

AGREEMENT

THIS GRAVITY AGREEMENT is made and entered into on this 14th day of May, 2021 by and among Weeksbury, LLC (the "Developer") and Condor Environmental, Inc., a South Carolina Corporation ("Condor").

WITNESSETH:

WHEREAS, the Developer is developing an apartment complex with approximately 264 units at Water's Edge, in Spartanburg County, South Carolina ("the Property"); and

WHEREAS, the Property requires wastewater collection and treatment service;

WHEREAS, wastewater treatment will be provided by Spartanburg Sanitary Sewer District ("SSSD"), upon approval of the sewer line(s) to the Property and receipt of a Certificate of Occupancy; and

WHEREAS, the Property will have a Pump Station and Force Main to convey wastewater from the Property to SSSD;

WHEREAS, the Developer has agreed to convey, and Condor has agreed to assume the ownership and maintenance responsibility of the Pump Station and Force Main to be located on the Property.

NOW, THEREFORE, for and in consideration of the foregoing promises, and of the mutual covenants of the parties herein set forth, the parties agree:

REPRESENTATION AND WARRANTIES

1. PARTIES. Condor is a corporation organized under the laws of the State of South Carolina. Developer is a Limited Liability Company organized under the law of the State of South Carolina. The parties warrant to each other that they are in good standing.

2. OPERATION OF PUMP STATION AND FORCE MAIN. Condor shall operate and maintain the Pump Station and Force Main so that all units within the Property served by the Pump Station and Force Main shall receive continuous sanitary sewer service without interruption. The repair, maintenance and replacement responsibilities of Condor under this Agreement shall include the replacement of all part of the Pump Station and Force Main which shall become worn out or obsolete and the making of all capital repairs and replacements as shall be necessary in order for Condor to carry out its obligations under this Agreement without interruption.

Condor shall operate and maintain the Pump Station and Force Main and will, at all times, comply with all governmental laws, rules and regulations that shall be applicable to the operation and maintenance of the Pump Station and Force Main, including but not limited to those of the SSSD. In addition, Condor shall comply with all policies and requirements of the South Carolina Public Service Commission or other appropriate governmental agencies which may be applicable to the Pump Station and Force Main. Condor shall be solely responsible for the payment of all costs and expenses which it shall incur in connection with the carrying out its duties and responsibilities unless otherwise provided herein,

3. PAYMENT BY THE DEVELOPER. The Developer agrees that, in consideration for the performance by Condor of its duties and obligations under this Agreement, the Developer, and any successor in interest, shall pay to Condor the fees and charges established by the South Carolina Public Service Commission. Condor intends to apply for, and Developer agrees to support, approval of the rates set forth in Exhibit A.

4. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time same are received by the parties to whom such notices are sent. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

(a) Condor Environmental, Inc.
2089 Locust Hill Rd.
Greer, SC 29651

(b) Weeksbury LLC
100 Hickory Hill Lane
Greenville SC 29609

5. REGULATORY APPROVAL. Within thirty (30) days following the execution of this Agreement, Condor will file an application with the Commission for approval of this Agreement, in conformance with Commission rules and regulations. Developer agrees to cooperate with Condor in any proceeding resulting from such application and to reimburse Condor its reasonable attorneys' fees, costs and litigation expenses incurred for such filing if such application is litigated by the Office of Regulatory Staff or opposed by third parties. The provision of sewer service to the customers within the Property is subject to the Commission's authority and approval.

6. TERM. The term of this Agreement shall commence on the date on which this Agreement shall be executed by all parties and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the Sewer System to a governmental Property of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Sewer System and shall have agreed with Condor to do so.

7. APPLICATION OF LAWS. This Agreement is governed by the laws of South Carolina. Any dispute arising from this Agreement shall be adjudicated by the courts of the State of South Carolina or the Public Service Commission of South Carolina as may be appropriate.

8. AMENDMENTS. This Agreement and any provision herein contained may be modified or amended only by the express written consent of all the parties or their successors or assigns.

9. ENFORCEMENT. The failure of a party to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

10. WAIVER OF DEFAULT. No waiver of any default by any party will be implied from the failure by any other party to take action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any subsequent similar act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights or remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement. Exercising any right or remedy by any party hereto will not impair such party's standing to exercise any other right or remedy.

11. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or applying such provision to persons or circumstances other than those regarding which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

12. CAPTIONS. The captions of the sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter and may be amended only by a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

Weeksbury LLC

Julie G Miller
Witness

By: [Signature]

Alex Bathing
Witness

Title: Member

Dated: 5/14/21

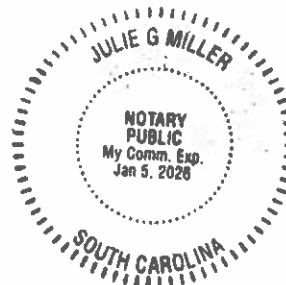
STATE OF SOUTH CAROLINA)
)
COUNTY OF) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named _____ sign the within Sewer System Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Alex Bathing (SEAL)
Witness

SWORN to me this 14th day of may, 2021.

Julie G Miller
Notary Public for South Carolina
My Commission Expires: 1-5-26



IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

Condor Environmental, Inc.

[Signature]
Witness

By: Bryan D. Weaver

[Signature]
Witness

Title: Vice President

Dated: 5-18-2021

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Condor Environmental, Inc., by _____, its _____, sign the within Sewer System Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature] (SEAL)
Witness

SWORN to me this 18 day of May, 2021.

[Signature]
Notary Public for South Carolina

My Commission Expires: ~~My Commission Expires~~
July 14, 2030



EXHIBIT A

CONDOR ENVIRONMENTAL, INC. SCHEDULE OF RATES AND CHARGES FOR WATER'S EDEG APARTMENTS

1. CUSTOMER

The customer is the owner of the Water's Edge Apartments and is responsible for the payment of all charges and compliance with conditions of service set forth in this schedule.

2. MONTHLY CHARGES

Monthly charge (based on \$10.32 per apartment unit x 264 units)
\$2,724

The monthly charge applies regardless of occupancy status.

3. TAX MULTIPLIER

Except as otherwise provided by contract approved by the Commission, amounts paid or transferred to the Utility by customers, builders, Customers or others, either in the form of cash or property, shall be increased by a cash payment in an amount equal to the income taxes owed on the cash or property transferred to the Utility by customers, builders, Customers or others and properly classified as a contribution or advance in aid of construction in accordance with the Uniform System of Accounts. Included in this classification are sewer service connection charges and plant impact fees. The method used by the Utility to collect the tax multiplier from all contributors of such cash or property, shall be the "present value" method approved by the Commission in Order No.88-237 issued March 18, 1988, in Docket No. 87-456-W/S. Should Federal tax law change in the future such that depreciation on contributed property becomes non-deductible for income tax purposes, the Utility shall have no obligation to reduce the tax multiplier amount by the present value of the future tax benefit from depreciation of contributed property. Should Federal or South Carolina tax law change in the future such that the Utility's total effective Federal and South Carolina tax rate ("effective tax rate") changes, the tax multiplier will be adjusted as appropriate to reflect the Utility's then-current effective tax rate. Should Federal tax law change in the future such that CIAC is no longer considered income for purposes of taxation, the Companies will cease charging and collecting the tax multiplier as of the effective date of any such change in law. For property contributions, the Company shall utilize its capital structure in determining the net present value tax multiplier percentage.

4. **BILLING CYCLE**

Recurring charges will be billed monthly in arrears. Nonrecurring charges will be billed and collected in advance of service being provided.

5. **LATE PAYMENT CHARGES**

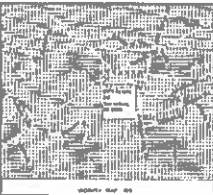
Any balance unpaid within twenty-five (25) days of the billing date shall be assessed a late payment charge of one and one-half (1½%) percent.

6. **WASTE DISPOSAL PRACTICES**

It is anticipated that the wastewater collected from the Property and delivered to the Pump Station and Force Main consists only of wastewater of typical residential strength waste. The Customer shall be responsible for and shall ensure, to the extent reasonable, that the sewage collected from the Property and delivered to the Pump Station consists only of wastewater of typical residential strength waste. Which shall not exceed a monthly average of 300 ppm BOD or TSS, and does not contain sediment, excessive grease, rags or other deleterious substances. If Condor believes that sediment, excessive grease, rags or other deleterious substances are being flushed within the Property, Condor shall give the Customer written notice and sufficient documentation of said substances. Condor may require the Customer, and the Customer agrees, to take reasonable response actions to correct the discharge of sewage from the Property if the contaminant level or waste concentration of this sewage exceeds the level described herein. Additionally, if Condor determines that there is excessive infiltration and inflow ("I & I") into the Pump Station from the collection system in the Water's Edge Subdivision then Condor may require SSSD and the Customer will take reasonable response actions to correct the excessive I&I.

EXHIBIT D

(Plat)



NOTES

1. THIS SURVEY IS BASED ON A RECENT PHOTOGRAPHIC SURVEY OF THE AREA. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

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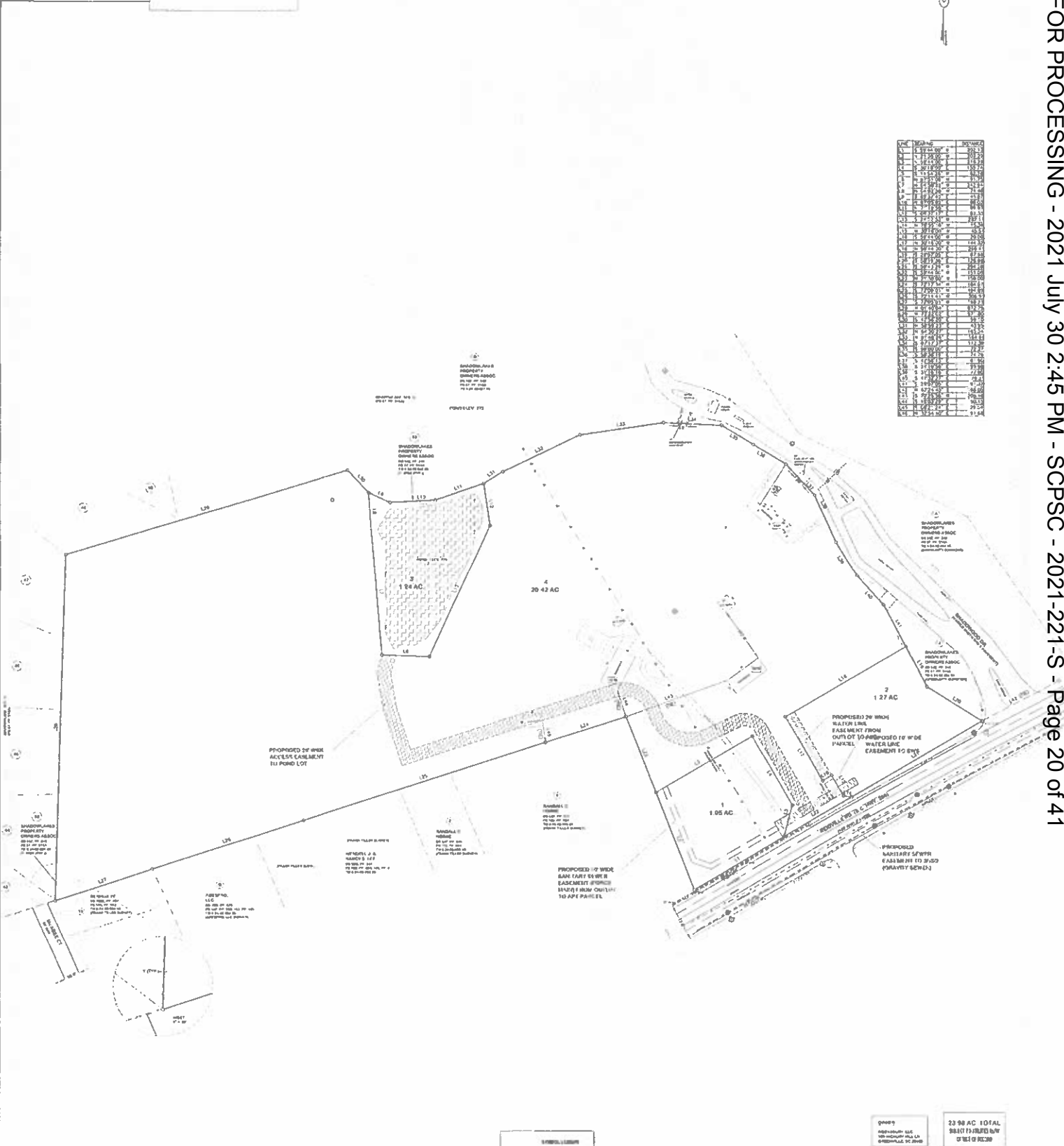
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SPARTANBURG, SOUTH CAROLINA
WEEKSBURY, LLC
SUBDIVISION 100

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APPROVED

THIS SURVEY IS BASED ON A RECENT PHOTOGRAPHIC SURVEY OF THE AREA. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

DATE: JUL 22 2021

WEEKSBURY, LLC

23.98 AC TOTAL
SUBJECT TO SURVEY
OF THE 100.00 AC

SPARTANBURG, SOUTH CAROLINA

WEEKSBURY, LLC
SUBDIVISION 100

LEGEND

1. ACRES
2. CORNER
3. EASEMENT
4. FENCE
5. GROUND
6. HATCH
7. LOT
8. ROAD
9. SURVEY
10. TIE
11. UTILITY

NOTES

1. THIS SURVEY IS BASED ON A RECENT PHOTOGRAPHIC SURVEY OF THE AREA. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

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6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

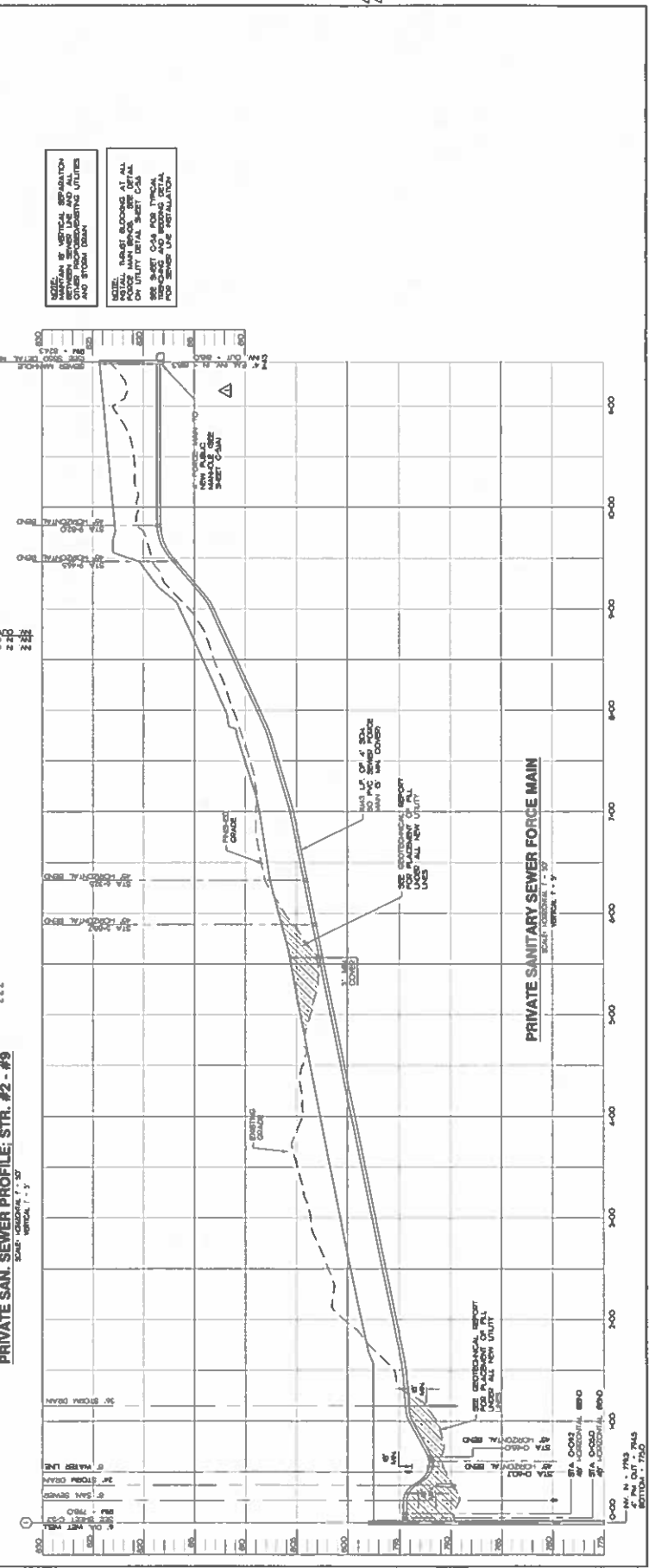
7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.



8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

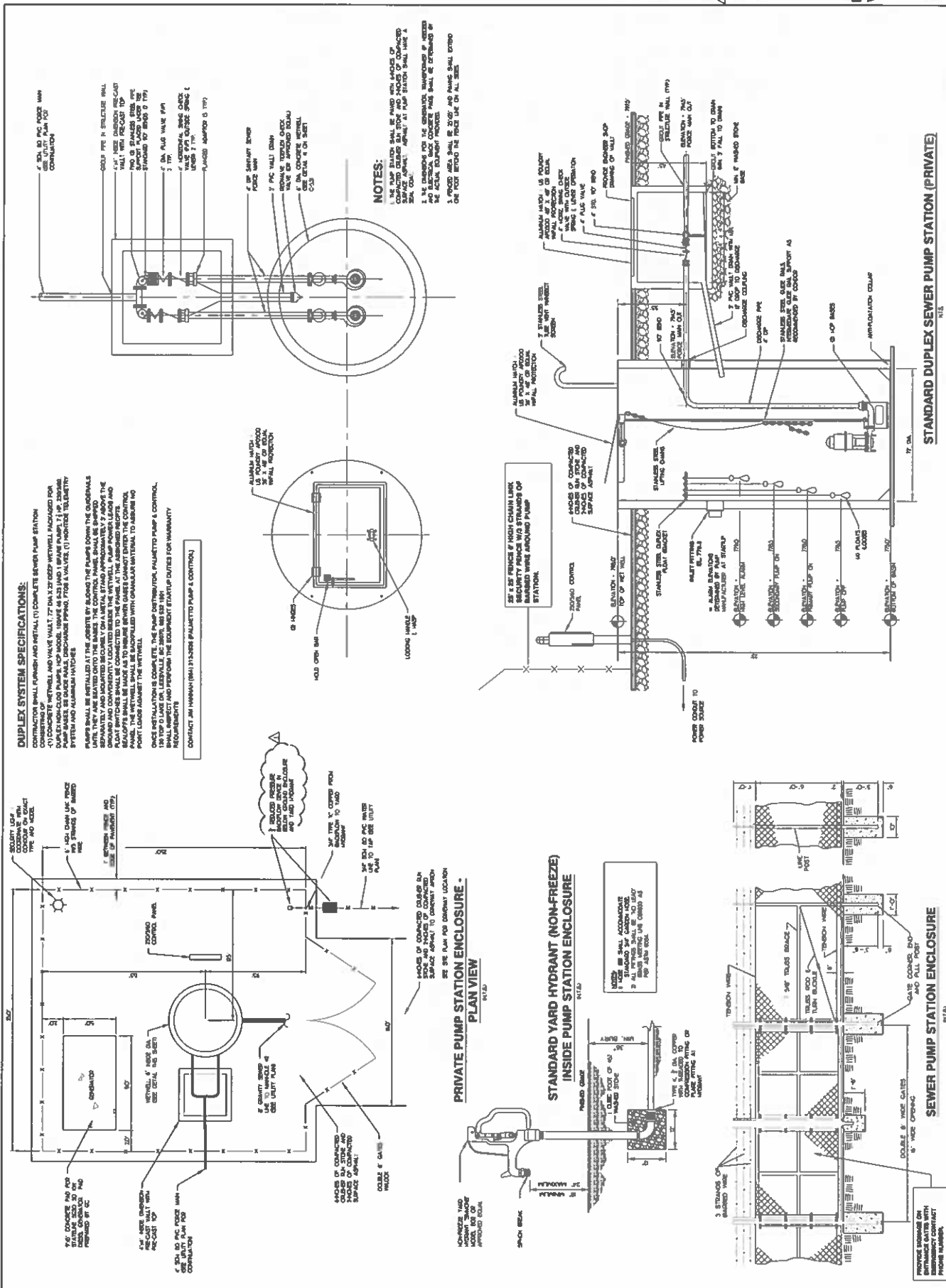
9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THIS SURVEY.

EXHIBIT E
(Technical Specifications)



<p style="text-align: center;">CAMPBELL</p> <p style="text-align: center; font-size: small;">Engineers & Architects, Inc. Civil Engineers PE 35401 Columbia, SC 29401 P.O. Box 251-500</p>			<p style="text-align: center; font-size: 2em; font-weight: bold;">WATERS EDGE</p> <p style="text-align: center; font-weight: bold;">REIDVILLE ROAD SPARTANBURG, SC 29301</p> <p style="text-align: center; font-weight: bold;">PROPOSED MULTI-FAMILY SITE PLAN - MAJOR LAND DEVELOPMENT</p>	<p>DEVELOPER: WINDSBURY, LLC 100 HICKORY HILL LANE GREENVILLE, SC 29609 (864) 686-6666 paul@windsbury.com</p>	<p style="text-align: center; font-size: small;">SHEET NO. 001-02 DATE: 02/02/20</p>	<p style="text-align: center; font-size: small;">DRAWING BY: [blank] CHECKED BY: [blank] DATE: [blank] JOB NUMBER: [blank]</p>	<p style="text-align: center; font-size: small;">TITLE: PUMP STATION & WELL DETAIL</p>	<p style="text-align: center; font-size: small;">SHEET NUMBER: C-5.2</p>
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PLANS PROVIDED BY:

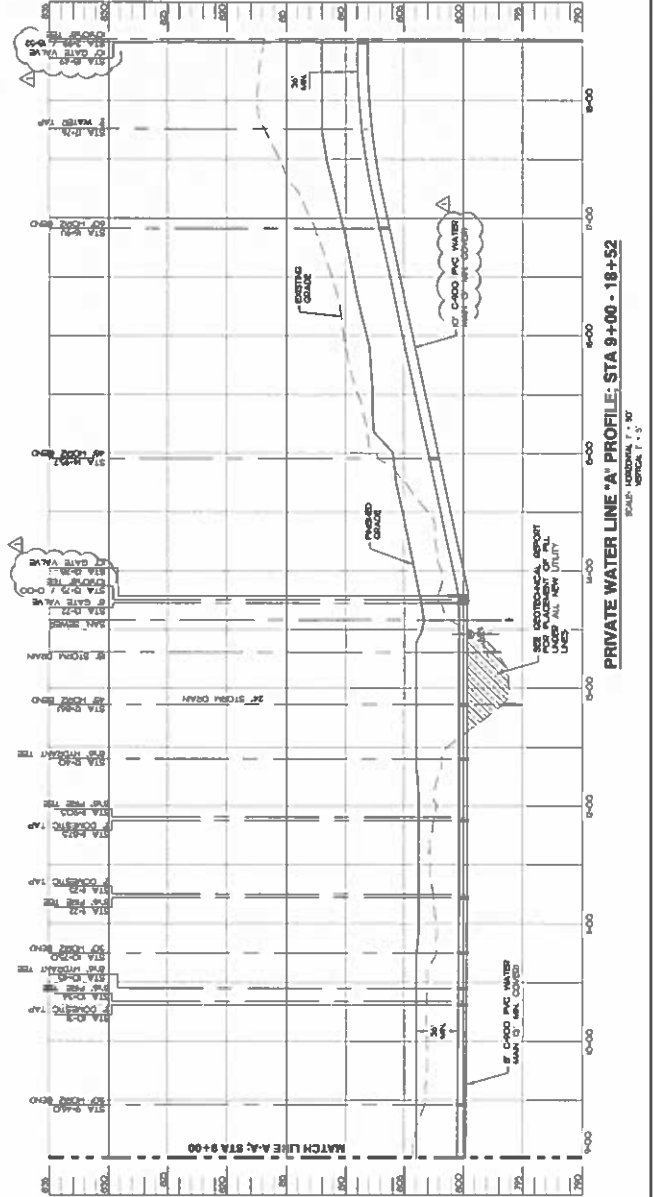
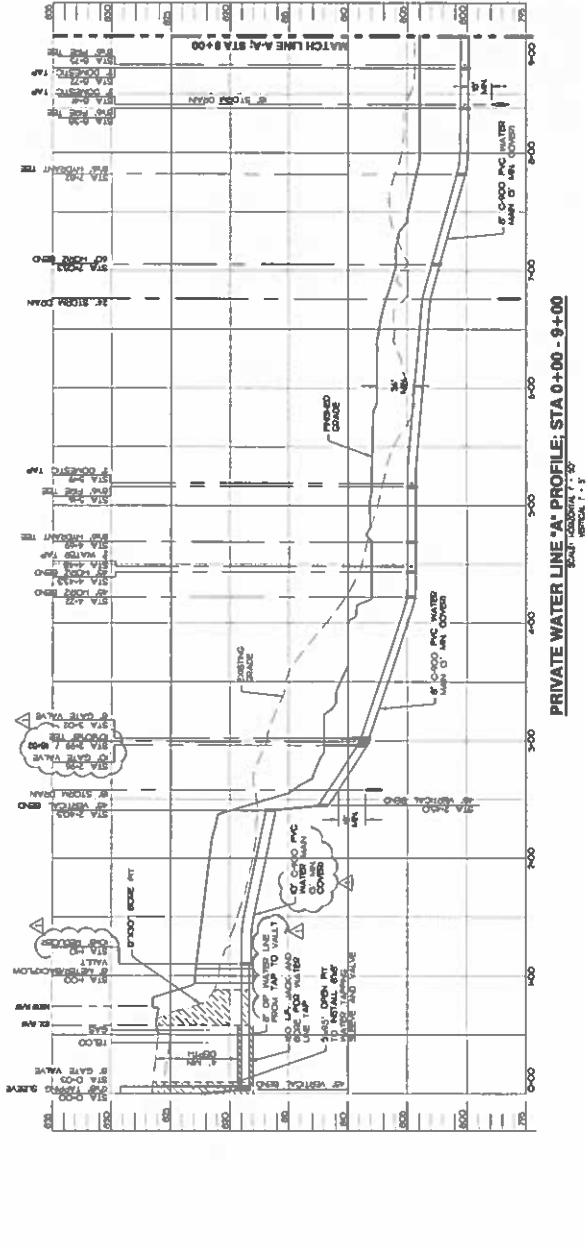
CAMPBELL

Engineering & Architecture, INC.
Civil Engineering and Land Planning
31 Redwood Court
Greenville, SC 29615
(843) 353-0791
Fax: (843) 353-0797





WATERS EDGE

COMMENTS:



NOTE: MUST BLOOM AT ALL
INSTALL. SEE DETAIL ON
SERIES AND TIES. SEE DETAIL ON
URINARY DETAIL, SHEET C-58

PLANS PREPARED BY:
CAMPBELL
Civil Engineering and Land Planning
311 South Street
Greenville, SC 29601
P: 864.334-6999
F: 864.334-6998



WATERS EDGE
SPARTANBURG, SC 29301
PROPOSED MULTI-FAMILY

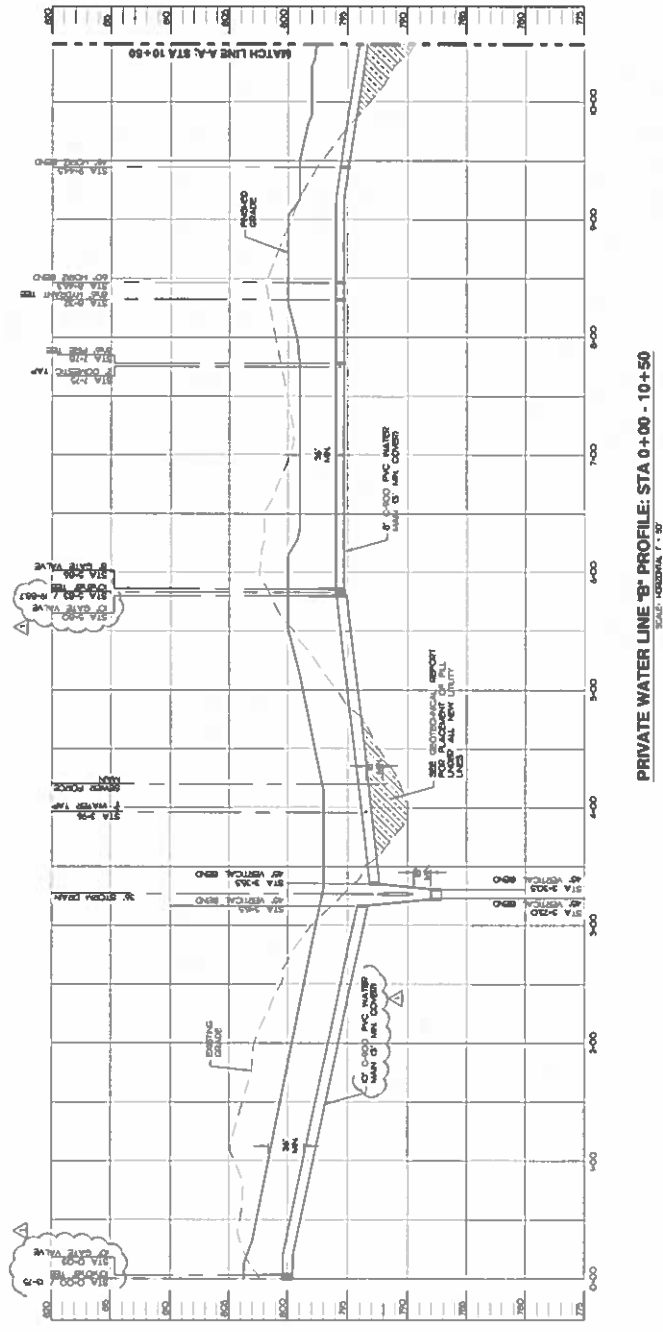
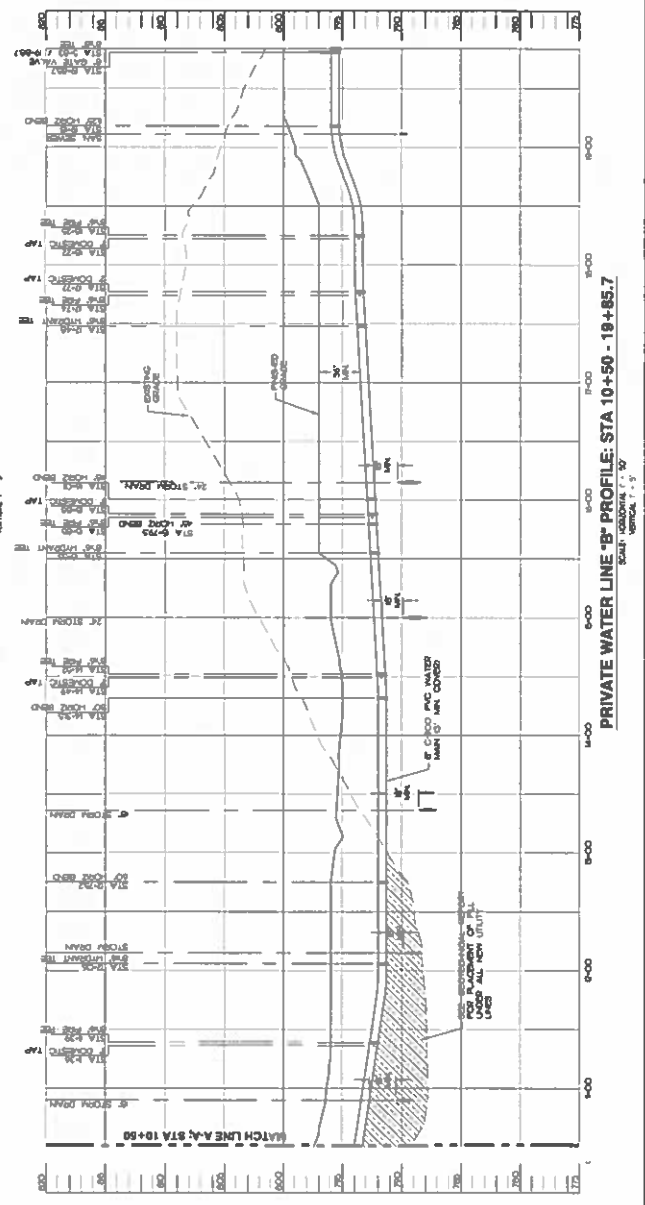
DEVELOPER:
SPARTANUR, LLC
1800 S. MAIN ST.
SPARTANBURG, SC 29301
CONTACT: RAY BELLING
(864) 589-3469

REVISIONS:
REV. NO. REV. BY DATE
01722

WATER LINE 'B' PROFILE
SHEET NUMBER
C-5.4

NOTE: TARGET BIDDING AT ALL
REVISIONS. SEE SHEET C-5.3
FOR TYPICAL
NOTES AND BIDDING DETAIL
FOR WATER LINE INSTALLATION.

NOTE: TARGET BIDDING AT ALL
REVISIONS. SEE SHEET C-5.3
FOR TYPICAL
NOTES AND BIDDING DETAIL
FOR WATER LINE INSTALLATION.



[illegible]

COMMENTS:

SHEET NUMBER:
C-5.7

UTILITY DETAILS

DESIGNED BY:	DATE:
DRAWING BY:	

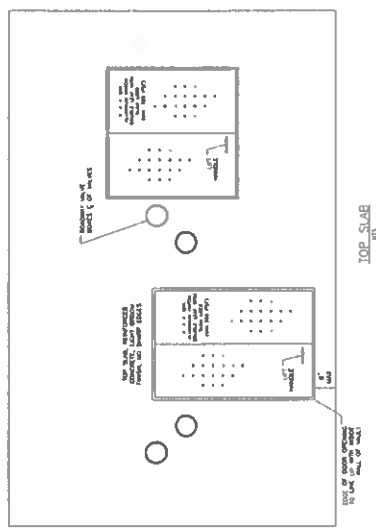
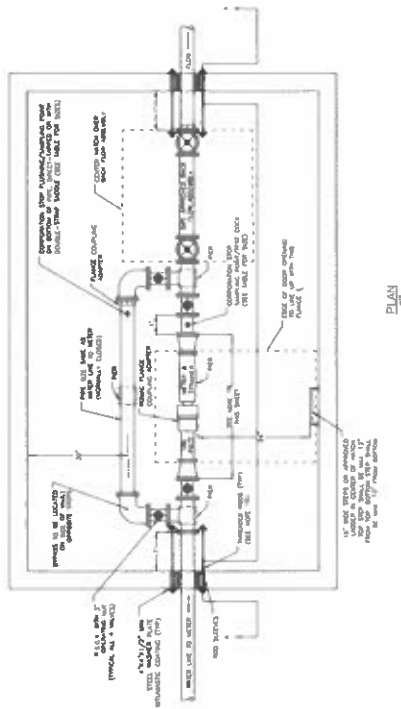
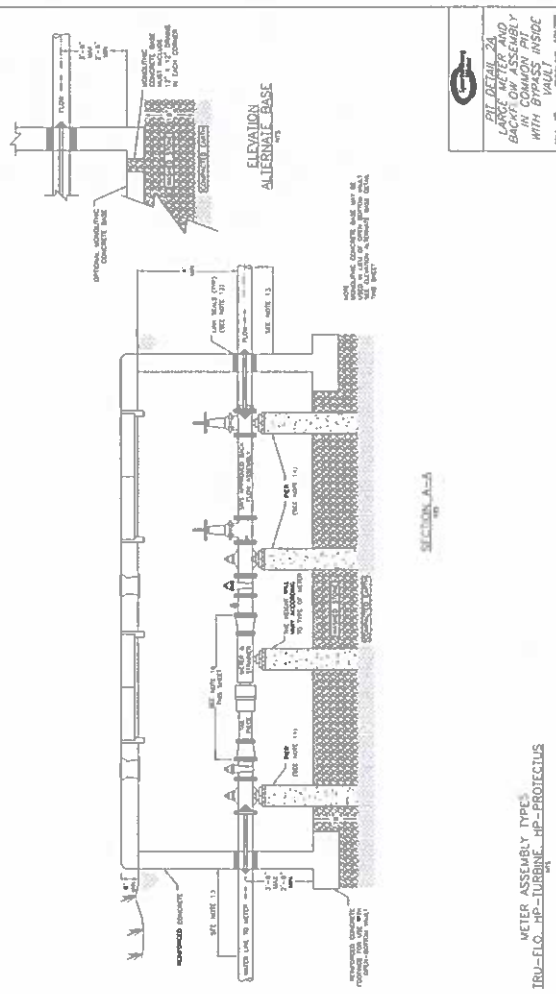
REVISIONS: _____

DEVELOPER:
WEBB BURNETT, LLC
100 HICKORY HILL LANE
GREENVILLE, SC 29600
CONTACT: RAY BELLINGB
(804) 660-3400

WATERS EDGE
REIDVILLE ROAD
SPARTANBURG, SC 29301
PROPOSED MULTI-FAMILY
SITE PLAN - MAJOR LAND DEVELOPMENT



PLANS PROVIDED BY
CAMPBELL



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EXHIBIT F
(DHEC Construction Permit)

Wastewater Construction Permit

Bureau of Water



PROJECT NAME: Waters Edge Apartments

COUNTY: Spartanburg

LOCATION: currently 2970 & 2976 Reidville Road, Spartanburg 29301 SC

PERMISSION IS HEREBY GRANTED TO: Weeksbury LLC
103 Rockberry Terrace
Simpsonville, SC 29681

For the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by Timothy Campbell, Campbell Engineering & Associates, Registered Professional Engineer, S.C Registration Number: 21271.

Project Description: +/- 1,242 lf of 8" and +/- 818 lf of 6" private gravity sanitary sewer, sixteen (16) new sanitary sewer manholes. 6" laterals from apartments to 8" gravity sewer. Private lift station with +/- 1,143 lf of 4" force main.

TREATMENT FACILITY: The wastewater will be discharged to the SSSD LOWER N TYGER RIVER WWTP - SC0048143 at a design flow rate of 58230 GPD.

STANDARD CONDITION:

NOTE: In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the Upstate EA Spartanburg at 864-596-3327. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

- All construction/materials for this project must conform to the Standard Specifications for SPARTANBURG SSD - SS-000144.
- Final operational approval for this project shall not be granted until the final operational approval is granted for the system to which this project will connect.

PERMIT NUMBER:	WW043056
ISSUANCE DATE:	February 17, 2021
EXPIRATION DATES:	Construction must be completed and the Approval to Place in Operation granted prior to February 17, 2024 or this permit will expire.

Douglas B. Kinard, P.E., Director
Drinking Water and Recreational
Waters Protection Division

MPM(c)

EXHIBIT G
(Cost Justification)

Monthly Pro FormaIncome and Expenses
Waters Edge**Monthly Revenue (264 Units at \$10.32 Per Month)** \$2,724**Monthly Expenses**

Electric \$255

Verizon Telemetry \$19

Water \$40

Weekly Inspections \$1,200

Wet Well Pump Out & Clean \$250

Insurance \$167

Depreciation \$417

Generator Fuel \$20Monthly Operating Expenses \$2,368Net Monthly Income \$356

Operating Margin 13%

EXHIBIT H
(Financial Statement)

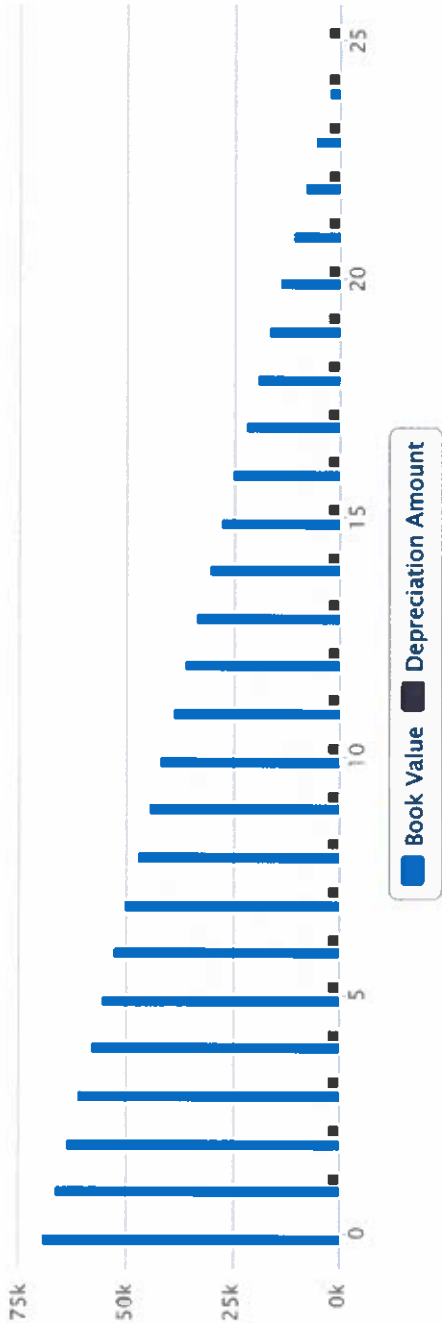
<u>Plant Investment</u>				
Waters Edge				
<u>Plant</u>	<u>Date Received</u>	<u>Cost</u>	<u>Life</u>	<u>Depreciation</u>
Waters Edge	TBD	\$70,000	25 years	Lift Station

EXHIBIT I
(Depreciation Schedule)

Lift Station - 25 yr. Depreciation Schedule

With straight line method, the depreciation per year is **\$2,800**.

Year	Beginning Book Value	Depreciation Percent	Depreciation Amount	Accumulated Depreciation Amount	Ending Book Value
1.	\$70,000	4.00%	\$2,800	\$2,800	\$67,200
2.	\$67,200	4.00%	\$2,800	\$5,600	\$64,400
3.	\$64,400	4.00%	\$2,800	\$8,400	\$61,600
4.	\$61,600	4.00%	\$2,800	\$11,200	\$58,800
5.	\$58,800	4.00%	\$2,800	\$14,000	\$56,000
6.	\$56,000	4.00%	\$2,800	\$16,800	\$53,200
7.	\$53,200	4.00%	\$2,800	\$19,600	\$50,400
8.	\$50,400	4.00%	\$2,800	\$22,400	\$47,600
9.	\$47,600	4.00%	\$2,800	\$25,200	\$44,800
10.	\$44,800	4.00%	\$2,800	\$28,000	\$42,000
11.	\$42,000	4.00%	\$2,800	\$30,800	\$39,200
12.	\$39,200	4.00%	\$2,800	\$33,600	\$36,400
13.	\$36,400	4.00%	\$2,800	\$36,400	\$33,600
14.	\$33,600	4.00%	\$2,800	\$39,200	\$30,800
15.	\$30,800	4.00%	\$2,800	\$42,000	\$28,000
16.	\$28,000	4.00%	\$2,800	\$44,800	\$25,200
17.	\$25,200	4.00%	\$2,800	\$47,600	\$22,400
18.	\$22,400	4.00%	\$2,800	\$50,400	\$19,600
19.	\$19,600	4.00%	\$2,800	\$53,200	\$16,800
20.	\$16,800	4.00%	\$2,800	\$56,000	\$14,000
21.	\$14,000	4.00%	\$2,800	\$58,800	\$11,200
22.	\$11,200	4.00%	\$2,800	\$61,600	\$8,400
23.	\$8,400	4.00%	\$2,800	\$64,400	\$5,600
24.	\$5,600	4.00%	\$2,800	\$67,200	\$2,800
25.	\$2,800	4.00%	\$2,800	\$70,000	\$0



Depreciation Method Straight Line

Asset Cost

Salvage Value

Depreciation Years

Round to Dollars ☐ Yes ☐ No

Partial Year Depreciation ☐ Yes ☐ No

by Calculator.net

EXHIBIT J
(Customer Bill Form)

Condor Environmental, Inc.

PO BOX 462

GREER, SC 29652

Invoice

Date	Invoice #

Bill To

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount

Please Contact Brad Weaver @ 864-420-5680 if you have any questions. Rate schedule available upon request. Payment is due within 25 days of date of invoice, after which a 1.5% charge will be added to any unpaid balance.

Total \$

ACCEPTED FOR PROCESSING - 2021 July 30 2:45 PM - SCPSC - 2021-221-S - Page 41 of 41